

# COMPLAINT EXHIBIT 4

1411 002927-DB

Recorded Electronically by:  
451 Old Republic Title Company

DOC #: 223061422



223061422

Stat Types: 1	Pages: 12
FEES	46.00
TAXES	.00
OTHER	75.00
PAID	121.00

Recording requested by and  
After recording, return to:

Virginia M. Pedreira  
Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, Washington 98101

Loan No. 197586

APN: 238-340-24

### CONSENT TO TRANSFER

This CONSENT TO TRANSFER (this “**Agreement**”) is made to be effective for all purposes as of October 28, 2022 (the “**Effective Date**”), by and between MARICOPA ORCHARDS, LLC, a California limited liability company (“**Borrower**”); and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (“**Beneficiary**”).

### RECITALS

A. BLUERIDGE FARMS, LLC, a California limited liability company; McCONNELL FARMS, LLC, a California limited liability company; OVERTIME ORCHARDS, LLC, a California limited liability company; GREEN VALLEY BLUES, LLC, a California limited liability company; and BRENT LAKE and JENNIFER LAKE, as Trustees of THE LAKE FAMILY TRUST dated February 26, 2015 (collectively, “**Non-Borrower Trustees**”) and Borrower granted for the benefit of Beneficiary that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of September 28, 2015, and recorded on September 29, 2015, in the Official Records of Kern County as Document No. 000215135115 (the “**Deed of Trust**”) encumbering certain real property (the “**Real Property**”) located in said county and state, as more particularly described on Exhibit A attached hereto, and certain personal property as more particularly described therein (collectively, the “**Property**”). The Deed of Trust secures that certain Promissory Note dated September 28, 2015, made by Borrower to the order of Beneficiary in the original principal amount of \$1,850,000 (the “**Note**”) and the other Indebtedness defined therein. Capitalized terms used but not defined herein shall have the meanings given in the Deed of Trust.

B. Borrower has requested that Beneficiary consent to the transfer of the ownership interests of Non-Borrower Trustors in the Property (including any interest held, if any, in the water infrastructure, water supply agreement, fixtures, water rights, growing crops, equipment and related personal property located on or used in connection with the Property) to Borrower (the “**Transfer**”). Beneficiary has agreed to provide its consent to the Transfer as more particularly provided herein.

### **AGREEMENTS**

NOW THEREFORE, for good and valuation consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the consent by Beneficiary to the Transfer, the parties do hereby agree as follows:

1. Confirmation of Loan. The Deed of Trust and the Loan Documents secured thereby are hereby confirmed by Borrower as being valid, in full force and effect and Borrower acknowledges that (a) there are no defenses or offsets to any of their respective obligations thereunder, (b) Borrower has performed all of its obligations thereunder to this date, and (c) Beneficiary has performed all of its obligations, if any, to this date.

2. Consent to Transfer. Subject to the conditions contained herein, Beneficiary hereby consents to the Transfer.

3. Release of Non-Borrower Trustors. The liability of Non-Borrower Trustors under the Deed of Trust and the Loan shall be released and terminated as of the Effective Date. On and after the Effective Date, all references in the Deed of Trust to “Trustor” or “Borrower” shall be modified to exclude Non-Borrower Trustors.

4. Release of Beneficiary. As part of the consideration for this Agreement, Borrower hereby acknowledges that it has no claims against Beneficiary in connection with the Loan or the Transfer and releases Beneficiary from, and covenant not to bring any suit against Beneficiary for, any such claim based on any facts existing on and prior to the Effective Date of this Agreement. Said releasing party acknowledges that this release extends to known and unknown claims. Such party acknowledges and agrees that it understands the meaning and the effect of Section 1542 of California Civil Code which provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Such party hereby agrees to assume the risk of any and all unknown, unanticipated or misunderstood defenses, claims, causes of action, contracts, liabilities, indebtedness or

obligations which are hereby released in favor of the other and such party releases and waives all rights and benefits that they might otherwise have had under the aforementioned Section 1542 of the California Civil Code with regard to the release of such unknown, unanticipated or misunderstood claims, causes of action, liabilities, indebtedness and obligations based on any facts existing prior to the Effective Date.

5. Representations and Warranties. As of the Effective Date, Borrower hereby represents and warrants to Beneficiary that

(a) Consequences of Loan Structure. Borrower is not insolvent as of the date of this Agreement. Borrower will not become insolvent as a result of the obligations incurred and transfers made in connection with the Transfer as provided herein. Borrower is not, or is not about to be, engaged in a business or transaction for which such Borrower will have an unreasonably small amount of capital after the closing of the Transfer. Borrower has not incurred, nor contemplates incurring, debts beyond Borrower's ability to pay as such debts become due.

(b) Authority. The execution, delivery and performance of this Agreement and any and all other Loan Documents or other documents executed and/or delivered in connection herewith have been authorized by Borrower.

(c) No Default. No default or event of default under the Deed of Trust has occurred that remains uncured, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default or an event of default under the Deed of Trust.

(d) Representations and Warranties. All of the warranties and representations contained in the Deed of Trust are true, correct, complete and accurate on the date of this Agreement, except as may be amended or changed due to this Agreement.

(e) Water Supply Agreement and Easement. That certain Water Supply Agreement and Easement (Water User – Maricopa Orchards) (the “**Water Agreement**”) dated September 28, 2015, by and among Borrower and certain affiliates of Borrower affecting and benefitting the Property is in full force and effect and has not been amended or modified. All rights and interests of Non-Borrower Trustors in and under the Water Agreement have been assigned to Borrower.

6. Obligations Secured. The Deed of Trust, as amended by this Agreement, shall continue to secure the entire principal and interest of the Note, and the other obligations stated in the Deed of Trust as so secured. Borrower acknowledges that it has acquired the interest in the Property subject to the Deed of Trust, as amended by this Agreement, and that Beneficiary has been granted as additional security for the Loan a security interest in any Personal Property, as such term is defined in the Deed of Trust, and the proceeds thereof, which are or

hereafter become located upon, derived from or used in connection with the Property and all replacements, accessions and additions thereto as described in the Deed of Trust. Said security interest and Beneficiary's rights with respect thereto shall be governed by the terms of the Deed of Trust, as amended by this Agreement, which for such purpose are incorporated herein by this reference.

7. Expense Reimbursements. Borrower shall reimburse Beneficiary, or shall cause Beneficiary to be reimbursed, upon demand for all title premiums, title search charges, UCC search or filing fees, escrow fees, documentary stamps, intangible taxes, recording fees and other costs, expenses and reasonable attorneys' fees incurred by Beneficiary in connection with this Agreement or the satisfaction of any of the closing conditions (the "**Expense Reimbursements**"), regardless of whether the Transfer contemplated by this Agreement is consummated.

8. No Implied Modifications. Except as otherwise stated in this Agreement, nothing herein contained shall be considered as modifying, releasing, altering or affecting the Deed of Trust, the original priority of the Deed of Trust, or the rights, benefits, duties or obligations of the parties thereto.

9. Integration. All rights, remedies, powers and interest provided for Beneficiary herein are in addition to the rights, remedies, powers and interests provided for Beneficiary in the Deed of Trust, the terms and provisions of which are incorporated herein by this reference and made a part hereof. If and to the extent that any term or provision hereof is inconsistent with any term or provision of the Deed of Trust, the term or provision of this Agreement shall prevail.

10. Entire Agreement; Amendments. This Agreement and the Deed of Trust contain the entire agreement between Borrower and Beneficiary with respect to the Deed of Trust, and all prior negotiations, commitments, understandings and agreements are superseded by this Agreement and the Deed of Trust. No amendment, modification, supplement, extension, termination or waiver of any provision of this Agreement, the Deed of Trust, or any other agreement executed in connection with any of the foregoing shall be effective unless in writing and signed by Beneficiary.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies of this Agreement may be attached to one copy to form one complete document. Each executed counterpart of this Agreement shall be deemed an original and may be recorded in any county in which any portion of the Property is located.

13. Consent Limited; No Waiver. Beneficiary's consent in this Agreement is limited to this transaction only, and this Agreement shall not constitute a waiver or modification of any terms, provisions or requirements of the Deed of Trust in any respect except as herein specifically set forth or as otherwise expressly agreed to by Beneficiary in writing, including any conditions to or fees which may be imposed for any future transfer or conveyance of the Property or any interest in Borrower.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**BORROWER:**

MARICOPA ORCHARDS, LLC,  
a California limited liability company

By:



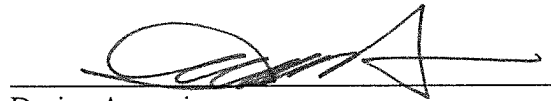
Farid Assemi  
Its General Manager

By:



Farshid Assemi  
Its General Manager

By:



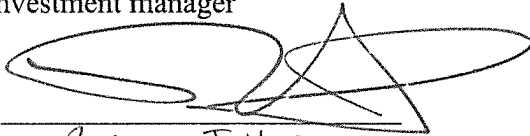
Darius Assemi  
Its General Manager

Signature Page

**BENEFICIARY:**

METROPOLITAN LIFE INSURANCE COMPANY,  
a New York corporation

By: MetLife Investment Management, LLC,  
its investment manager

A handwritten signature in black ink, appearing to read 'Rainer Telles', is written over a horizontal line. The signature is stylized with large, sweeping loops.

By: \_\_\_\_\_  
Name: Rainer Telles  
Its: Authorized Signatory and Director

Signature Page

Consent to Transfer  
Maricopa Orchards, LLC – Sebastian  
Loan No. 197586  
117331230.3 0053564-00573



### ACKNOWLEDGMENT

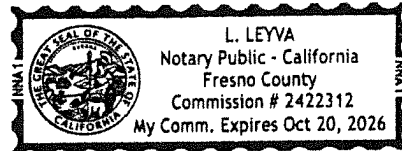
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF FRESNO                     )

On March 30, 2023, before me, L.Leyva, Notary Public, personally appeared Farid Assemi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_

*[Handwritten Signature]*

(Seal)

### ACKNOWLEDGMENT

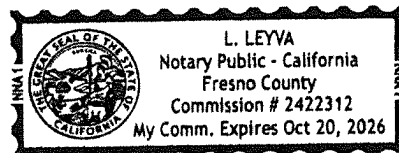
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF FRESNO                     )

On March 30, 2023, before me, L.Leyva, Notary Public, personally appeared Farshid Assemi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

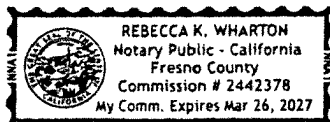
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF Fresno )

On April 18, 2023, 2023, before me, Rebecca K. Wharton, a Notary Public in and for said State, personally appeared Darius Assemi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Rebecca K. Wharton  
Notary Public in and for said  
County and State

Signature Page

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

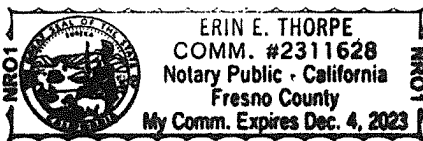
COUNTY OF Fresno )

)ss.

On March 9, 2023, before me, Erin E Thorpe, a Notary Public in and for said State, personally appeared Rainer Telles, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Erin E Thorpe  
Notary Public in and for said  
County and State

Signature Page

**EXHIBIT A**

**(Legal Description)**

Real property in the unincorporated area of the County of Kern, State of California, described as follows:

THAT CERTAIN PORTION OF PARCEL 2, OF PARCEL MAP NO. 9974, FILED IN BOOK 46, PAGE 4 OF PARCEL MAPS, IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 18 WEST, S.B.M., COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER, DISTANT THEREON NORTH 00°25'50" EAST, 25.15 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 8, ALSO BEING A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SEBASTIAN ROAD (Co. Rd. No. 1757); THENCE NORTHERLY ON AND ALONG SAID WEST LINE, NORTH 00°25'50" EAST, 2,627.77 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE EASTERLY ON AND ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89°24'35" EAST, 2,644.72 FEET TO THE CENTER CORNER OF SAID SECTION; THENCE SOUTHERLY ON AND ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00°31'17" WEST, 2,632.91 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SEBASTIAN ROAD; THENCE WESTERLY ON AND ALONG SAID RIGHT-OF-WAY NORTH 89°17'53" WEST, 2,640.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 159.57 ACRES

APN: 238-340-24

Exhibit A

Consent to Transfer  
Maricopa Orchards, LLC – Sebastian  
Loan No. 197586  
117331230.3 0053564-00573